

1           A     I disagree with that. I met with her in  
2 person. She was in a wheelchair, but she was  
3 completely mentally intact. I had asked her a  
4 series of questions, where she lived, where she  
5 was, what was the date, what kind of assets did  
6 she have? And she answered all of those quietly  
7 but, to my satisfaction, intelligently.

8           Q     Based on her answers to your questions,  
9 you believe that she was capable of making knowing  
10 and intelligent decisions at that time?

11          A     Absolutely.

12                    MR. WHITE: I have nothing further.

13          BY MR. CONNER:

14          Q     Mr. Maltzman, I'm going to direct your  
15 attention to, I guess revocation of Power of  
16 Attorney. What's that, ODC --

17                    MR. WHITE: 5.

18          BY MR. CONNER:

19          Q     ODC-5. Do you have a copy of it in front  
20 of you?

21          A     Yes, sir.

22          Q     First of all, I see it's signed or dated  
23 April 27th of 2017. Is that the date she came  
24 into your office?

1 A I believe so.

2 Q Did she actually sign this document in  
3 front of you?

4 A Yes.

5 Q Who gave you the information that's  
6 contained in the document?

7 A She did.

8 Q You said that you didn't see anything  
9 wrong with her ability to answer your questions  
10 and she seemed like everything was fine, correct?

11 A Yes.

12 Q You believed that what she was telling  
13 you that you put in this document was true and  
14 correct information, correct?

15 A Yes.

16 Q Would it surprise you if I told you that  
17 on the first line of that Revocation of Attorney,  
18 it says that the Power of Attorney was dated  
19 August 5th, 2016 that, in fact, it was dated July  
20 29th, 2016?

21 A Would it surprise me?

22 Q Yes. You said everything was fine. She  
23 knew exactly what she was doing. She gave you  
24 this information about the date of the Power of

1 Attorney. It's the wrong date.

2 A I relied on her statement to me.

3 Q You never looked at the Power of  
4 Attorney?

5 A I did not. She did not have a copy of  
6 the Power of Attorney.

7 Q Well, if you would have looked at it and  
8 you would have seen that it wasn't signed on  
9 August 5th, 2016, it was signed on July 29, 2016,  
10 do you think you may have asked some more  
11 questions about whether or not she knew exactly  
12 what she was doing at that time?

13 A No. I would have asked her, I asked her  
14 for a copy of the Power of Attorney. She didn't  
15 have it. She estimated the date. There were two  
16 other ladies with her and they confirmed the date  
17 to the best of my knowledge.

18 MR. CONNER: I'm going to object to that.

19 Okay.

20 BY MR. CONNER:

21 Q Because you relied on Ms. Fauntleroy?

22 MR. KRAWITZ: What is your objection?

23 MR. CONNER: My objection is he's talking  
24 about hearsay, about what other people told

1 him during that meeting.

2 MS. McBRIDE: I don't think he said that.

3 MR. KRAWITZ: That's not what he said.

4 MR. CONNER: Withdraw.

5 MR. KRAWITZ: We can have the question  
6 read back.

7 BY MR. CONNER:

8 Q Go ahead.

9 A So whatever date I would have put on that  
10 document would have been based on my conversations  
11 with Ms. Fauntleroy.

12 Q You understand that this is a very  
13 important document, correct?

14 A Absolutely.

15 Q And the Power of Attorney that you are  
16 referring to is very important, correct?

17 A Absolutely.

18 Q And the dates that are on that document  
19 are very important, correct?

20 A      Correct.

21 MR. CONNER: I have no further questions.

22 MR. KRAWITZ: Any redirect?

23 MR. WHITE: No.

24 MS. McBRIDE: I have a couple questions.

1                   Sir, are you a lawyer?

2                   THE WITNESS: Yes.

3                   MS. McBRIDE: Where do you practice?

4                   THE WITNESS: Montgomery County, Delaware  
5                   County and Philadelphia.

6                   MS. McBRIDE: What is the name of your  
7                   practice?

8                   THE WITNESS: The Law Office of Seth P.  
9                   Maltzman.

10                  MS. McBRIDE: What is the nature of your  
11                  practice?

12                  THE WITNESS: A lot of family law, about  
13                  60 percent family law. Bankruptcy estates,  
14                  general practice.

15                  MS. McBRIDE: How did you become  
16                  acquainted with Ms. Fauntleroy?

17                  THE WITNESS: I received a call from a  
18                  woman by the name, I believe it's Shelia  
19                  Thomas, an aid of Ms. Fauntleroy. And they  
20                  asked for an appointment.

21                  MS. McBRIDE: When did you first hear  
22                  from the woman who called you?

23                  THE WITNESS: Probably within a week of  
24                  the meeting.

1 MS. McBRIDE: The meeting was when?

2 THE WITNESS: The date I did the  
3 revocation was April 27th, 2017. The meeting  
4 was at my office at 401 City Avenue, Bala  
5 Cynwyd, Pennsylvania.

6 MS. McBRIDE: That was the first meeting?

7 THE WITNESS: Yes.

8 MS. McBRIDE: Thank you.

9 MR. KRAWITZ: Any questions?

10 MR. SAILLE: Nope.

11 MR. KRAWITZ: I don't have any questions.

12 MR. WHITE: Nothing further.

13 MR. CONNER: I don't have any objections  
14 to the admission of this. (Indicating)

15 MR. KRAWITZ: Okay.

16 So Mr. Maltzman, you are excused. Thank  
17 you, sir.

18 You were going to hand me copies of  
19 ODC-5.

20 MR. WHITE: Correct.

21 MR. KRAWITZ: ODC-5, ODC-6 and ODC-7 are  
22 admitted?

23 MR. CONNER: Yes.

24 MR. WHITE: Do you have copies of all of

1           those, Mr. Conner?

2           MR. CONNER: I do.

3           MR. KRAWITZ: Mr. White?

4           MR. WHITE: I don't have any more  
5           witnesses. Can I just confirm that ODC  
6           Composite Exhibit 3 was moved into evidence?

7           Do you remember, Mr. Conner?

8           MS. McBRIDE: That's the one you did  
9           instead of the one he was going to do?

10          MR. CONNER: 3A.

11          MR. KRAWITZ: But then you said there is  
12          3A through 3J.

13          MR. WHITE: Correct. So it's clear, I'd  
14          like to move for the admission of ODC  
15          Composite Exhibit 3 consisting of 3A to 3J.

16          MR. KRAWITZ: Any objection?

17          MR. CONNER: No.

18          MR. WHITE: Office of Disciplinary  
19          Counsel rests.

20          MR. CONNER: I just wanted to go back and  
21          make sure I asked for the admission of RS-1  
22          which was the Power of Attorney.

23          MR. KRAWITZ: Right. We have that and it  
24          was admitted.

1                   MR. WHITE: Correct. That's my  
2                   recollection.

3                   MR. KRAWITZ: Mr. Conner, are you ready  
4                   to proceed?

5                   MR. CONNER: I am. But before I do that,  
6                   for the record, I'm asking for I guess what  
7                   would be the equivalent of a directed verdict.  
8                   And I'd like to make my argument at this point  
9                   in time as to why.

10                  MR. WHITE: I'm not aware of any directed  
11                  verdict provided for in the Rules Of  
12                  Disciplinary Enforcement.

13                  MR. KRAWITZ: Neither am I. Give me a  
14                  moment.

15                  (Whereupon, a discussion was held off the  
16                  record.)

17                  MR. KRAWITZ: Mr. Conner, do you have  
18                  some authority that you would like to provide  
19                  to us that you could make such a motion at  
20                  this time in a hearing for discipline?

21                  MR. CONNER: I don't have any case law.  
22                  I'm just going on the fact that we are in a  
23                  proceeding now in which Disciplinary Counsel  
24                  has the burden of moving forward with their

1           allegations against me. I am prepared to  
2           testify in this matter.

3           But my position, I guess, has been  
4           stated. I'd like to restate it again. The  
5           basis of this complaint, I don't think that  
6           there has been --

7           MR. KRAWITZ: Before you start stating  
8           the basis for any position. You have asked to  
9           basically make a motion for a directed  
10           verdict.

11           MR. CONNER: Correct.

12           MR. KRAWITZ: There is no, that I'm aware  
13           of or any member of this panel is aware of, of  
14           such a provision in the rules that guide us  
15           here today.

16           I'm asking if you have such authority,  
17           can you cite it to me?

18           MR. CONNER: I do not.

19           MR. KRAWITZ: Okay. Then under the  
20           procedures and the rules, you need to proceed  
21           with your case. Are you ready?

22           MR. CONNER: I am.

23           MR. KRAWITZ: Okay. Then I ask that you  
24           proceed.

1                   MR. CONNER: Do you want me to come up  
2                   there or is it okay to sit here?

3                   MR. KRAWITZ: Can you give us an idea how  
4                   many witnesses you have?

5                   MR. CONNER: Just me.

6                   MR. KRAWITZ: Just you?

7                   MR. CONNER: Yes.

8                   MR. KRAWITZ: How long do you think that  
9                   is going to go?

10                  MR. CONNER: Not long. I think a lot of  
11                  what I have to say -- it depends on  
12                  cross-examination, but I don't have much.

13                  MR. KRAWITZ: All right. Please proceed.

14                  ---

15                  JOHN CONNER, ESQUIRE, after having been  
16                  first duly sworn, was examined and testified  
17                  as follows:

18                  ---

19                  MR. KRAWITZ: Mr. White, you are  
20                  okay with him staying there?

21                  MR. WHITE: Yes.

22                  MR. CONNER: In March of 2016, I  
23                  received a phone call from Lorenzo Fauntleroy.  
24                  Mr. Fauntleroy is a client of mine. He

1 indicated to me that he had a --

2 MR. WHITE: Objection. This is hearsay.

3 MR. KRAWITZ: Sustained.

4 MR. CONNER: In March of 2016, I went to  
5 1634 30th Street -- North 30th Street in  
6 Philadelphia with Lorenzo Fauntleroy to meet  
7 with Ms. Sarah Fauntleroy. Mr. Lorenzo  
8 Fauntleroy was a client of mine and the  
9 brother of Ms. Sarah Fauntleroy.

10 When we got to Ms. Fauntleroy's  
11 residence, she explained to me that she wanted

12 --

13 MR. WHITE: Objection. Hearsay.

14 MR. CONNER: I'm testifying as to what  
15 Ms. Fauntleroy told me. She is the  
16 Complainant.

17 MR. KRAWITZ: Sustained.

18 MR. CONNER: Ms. Fauntleroy is the  
19 Complainant. And I can't testify what our  
20 conversations was?

21 MR. KRAWITZ: You could have questioned  
22 her. She was a witness here. She was here to  
23 be questioned about anything you wanted to  
24 question her about.

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1                   MR. CONNER: Yes. And I want to refute  
2                   what she told me. And if I can't testify to  
3                   what she told me and what my response was, how  
4                   do I that?

5                   MR. KRAWITZ: She was a witness. You had  
6                   the opportunity to question her about anything  
7                   you wanted to question her about.

8                   MR. CONNER: I did. But my testimony is  
9                   in disagreement to what she said.

10                  MR. KRAWITZ: So then you can tell us  
11                  what you are going to -- you are testifying  
12                  now.

13                  MR. CONNER: Okay.

14                  MR. KRAWITZ: Mr. Conner, to the extent  
15                  you are going to testify to something, to use  
16                  your words, to contradict something that Ms. S  
17                  Fauntleroy testified about either on direct or  
18                  cross, you can testify about it. That is  
19                  fine.

20                  You cannot testify as to something she  
21                  told you that you didn't ask her about or that  
22                  she didn't testify about on either direct or  
23                  cross. To the extent you are going to testify  
24                  now to contradict something that Ms.

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1 Fauntleroy said here today, we'll allow it.  
2 But we are not going to -- it would otherwise  
3 be hearsay to let you talk about things that  
4 were not the subject of testimony here. Do  
5 you understand?

6 MR. CONNER: I understand that, sir.

7 MR. KRAWITZ: Okay.

8 MR. CONNER: When I arrived at Ms.  
9 Fauntleroy's house, she asked me to assist her  
10 with her finances. At that time, I asked her  
11 to provide me with any financial documents  
12 that she had which would have included bank  
13 statements, information regarding income that  
14 she was receiving, information regarding  
15 anyone that had access to her finances. Any  
16 personal information about her bills so that I  
17 could review them to try to give her some  
18 indications as to what was going on with her  
19 finances.

20 In response to that, Ms. Fauntleroy gave  
21 me a voluminous amount of information. There  
22 were bank statements, payment statements for  
23 caretakers that she had retained to work with  
24 her, how much those caretakers had been paid.

1 Documents relating to their receipt of those  
2 monies, how many hours they had worked, who  
3 the caretakers were and that type of  
4 information. But anyway, it was voluminous.

5 Ms. Fauntleroy and I discussed my fee for  
6 legal services.

7 MR. WHITE: Objection. She didn't  
8 testify to that. It's hearsay.

9 MR. KRAWITZ: Sustained.

10 MR. CONNER: Ms. Fauntleroy agreed to pay  
11 me \$250 an hour for legal services that I was  
12 providing for her.

13 Ms. Fauntleroy didn't have any money at  
14 the time, so I agreed to work for her until I  
15 was able to figure out what her finances were.  
16 And at that time, she would pay me for my  
17 services.

18 When I began to look into what was going  
19 on with her finances, it appeared that she had  
20 had an individual named Homer Hills who she  
21 had assigned as her POA. Again, this is going  
22 back to March of 2016. And then Mr. Hills had  
23 been the one responsible for helping her with  
24 the payment of her bills.

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1           It also appeared that her head caretaker,  
2           Shelio Thomas, had also been a person that had  
3           been instrumental in hiring her caretakers,  
4           negotiating salaries for them, keeping track  
5           of their hours and reporting to Mr. Hills what  
6           they should be paid.

7           When I tried to put together a clear  
8           analysis of what was going on, I was unable to  
9           do so because Mr. Hills did not have  
10          sufficient documents nor did Ms. Thomas have  
11          sufficient documents.

12          At that time, Ms. Fauntleroy was dealing  
13          primarily with two banks, Wells Fargo Bank and  
14          Citizens Bank.

15          Over a period between March, April, May,  
16          June and July of 2016, I went to Citizens Bank  
17          and I reviewed documents that I had gotten  
18          from Homer Hills regarding the Wells Fargo  
19          account. And again, I put in a lot of hours  
20          in trying to determine what was going on.

21          The end result was that the records were  
22          poorly kept. There was no way for me to go  
23          back to Ms. Fauntleroy and tell her exactly  
24          what had happened with her finances because

1 the records weren't there to establish that.

2 MR. WHITE: I'm going to object. None of  
3 this is relevant. Again, the Petition for  
4 Discipline alleges that Mr. Conner stole  
5 \$100,000 -- or \$80,000 from Ms. Fauntleroy.

6 MR. KRAWITZ: We are going to overrule  
7 the objection. But Mr. Conner, I think it's  
8 relevant to the fee that ultimately is  
9 stipulated to which I believe is \$9500, at  
10 least as we understand was the fee.

11 So we think what you are testifying to is  
12 relevant to your fee or to what you were paid.

13 MR. WHITE: I just want to clear the  
14 record. There is no stipulation as to \$9500  
15 salary.

16 MR. SAILLE: The stipulation is that he  
17 paid himself a salary of \$9500.

18 MR. WHITE: I apologize. That he paid  
19 it, correct.

20 MR. KRAWITZ: Let me see 13. There is a  
21 stipulation that he paid himself a salary of  
22 \$9500.

23 MR. WHITE: Correct.

24 MR. CONNER: Just in response to that.

1           There was testimony, my recollection there was  
2           testimony from Ms. Fauntleroy that I also was  
3           paid \$10,000. And that that was the check  
4           that her brother, Lorenzo Fauntleroy, gave to  
5           me and that I didn't take and gave back to  
6           her. So the part of what --

7           MR. WHITE: I don't believe that was her  
8           testimony, that Mr. Conner was paid \$10,000.  
9           I think you asked her if you deposited the  
10           \$10,000 into her account.

11           MR. KRAWITZ: I think she said yes.

12           MR. WHITE: She said yes.

13           MR. CONNER: And I asked her -- and she  
14           said that. And I asked her specifically if  
15           that was payment that her brother gave -- she  
16           had indicated her brother had given, loaned me  
17           the money to pay her bills. And she initially  
18           said just to pay her bills. And I  
19           specifically asked her my bills, and she said  
20           yes. That's my recollection.

21           MR. KRAWITZ: Yes, she did.

22           MR. CONNER: That's part of what I'm  
23           doing. I'm going to move along because I'm  
24           almost where I need to be right now.

1                   MR. KRAWITZ: Okay.

2                   MR. CONNER: So anyway, I concluded  
3                   sometime probably near the end of July, that I  
4                   wasn't able to actually put together exactly  
5                   where her money had gone because I was unable  
6                   to get sufficient information from Mr. Hills  
7                   or from Ms. Thomas.

8                   Right around that time, Ms. Fauntleroy  
9                   contacted me and I determined that she was out  
10                   of money. That her bank accounts said there  
11                   was a negative \$771, I believe and 36 cents in  
12                   her account.

13                   And based on that, I went back to her  
14                   residence. And I explained to Ms. Fauntleroy  
15                   that she needed to make some changes in what  
16                   was going on with her account because she  
17                   wasn't going to be able to live at her home  
18                   unless she had money to take care of her  
19                   caretakers and she needed them 24 hours a day.

20                   I told her that in my review of her  
21                   financial documents, I came across an  
22                   investment account that she had. I told her  
23                   that I would try to get additional information  
24                   on it. And if she wanted me to, I would try

1 to get that investment account liquidated so  
2 that she would continue to have money to live  
3 and to pay her caretakers.

4 At that time, when I started looking into  
5 it, I could not get any information. I think  
6 it was Delaware Trust, if I recall, that had  
7 the investment because they needed a Power of  
8 Attorney. I went back to Ms. Fauntleroy and I  
9 explained to her, Look, you need to prepare  
10 directives. You need to get a Power of  
11 Attorney, somebody to act on your behalf,  
12 somebody other than Homer Hills. You need to  
13 get a Power of Attorney for healthcare in case  
14 you get hurt and you are unable to make  
15 decisions and you also need to have a will  
16 prepared. She agreed, again, to have me  
17 prepare those documents for her.

18 When it came to the Power of Attorney,  
19 Ms. Fauntleroy and I came to the conclusion  
20 that I would be her Power of Attorney if, in  
21 fact, a situation came up where she could not  
22 make financial decisions on her own, that I  
23 would then be able to make them for her.

24 The situation that was before us at the

1 time, was the investment at that time Delaware  
2 Trust Company. They needed me to provide them  
3 with a Power of Attorney so that I could  
4 transact that business, liquidate the  
5 investment and place that investment into a  
6 savings account at Wells Fargo so that Ms.  
7 Fauntleroy could use that money to live off  
8 of.

9 I did that. I submitted that POA to  
10 them, Delaware Trust. They, in turn,  
11 transacted the business and we were able to  
12 liquidate that account.

13 While that was going on, and this was  
14 going into now August, Ms. Fauntleroy  
15 continued to make decisions on her account.  
16 All of her checking accounts were going  
17 directly to her.

18 There came a point early in August of  
19 2016, where Ms. Fauntleroy said, I'm having --  
20 she indicated that she was having trouble  
21 writing out her checks and asked me if I would  
22 add my name to her account.

23 MR. WHITE: Objection. This is hearsay.  
24 She didn't testify to this.

1 MR. KRAWITZ: Sustained.

2 MR. CONNER: The early part of August, I  
3 went to Wells Fargo Bank and I got  
4 authorization from Wells Fargo Bank to write  
5 her checks for her caretakers. At that time,  
6 they gave me a card. And the card that they  
7 gave me was a debit card. The debit card  
8 would also allow me to pay bills for Ms.  
9 Fauntleroy if and when she couldn't pay them  
10 or when she gave me the directions or  
11 instructions to pay her bills.

12 So although I had a POA, it was limited  
13 to me writing her checks for her employees.  
14 Now, the checks that were written for her  
15 employees, first of all, I didn't hire her  
16 employees. She made, she hired her employees.  
17 I did not set the rates for what they were  
18 going to be paid and I did not say when they  
19 were going to be paid.

20 Each week, I would get from Ms.  
21 Fauntleroy a list of who had worked for her,  
22 how many hours they had worked for her and  
23 what they were entitled to be paid. And I, in  
24 turn, would write those checks for Ms.

1 Fauntleroy.

2 I traveled from my Jenkintown office to  
3 Ms. Fauntleroy's home almost every week making  
4 sure that those caretakers were paid and that  
5 they were paid on time.

6 In addition to that, Ms. Fauntleroy  
7 called me on a number of occasions and told me  
8 that --

9 MR. WHITE: Objection. Hearsay.

10 MR. CONNER: In addition to that --

11 MR. KRAWITZ: Sustained.

12 MR. CONNER: In addition to that, I was  
13 contacted by several different utility  
14 companies, be it the electric company, oil  
15 company who indicated they have been referred  
16 to me --

17 MR. WHITE: Objection. Hearsay.

18 MR. KRAWITZ: Sustained.

19 MR. CONNER: I made payments when asked  
20 to do so on behalf of Ms. Fauntleroy. Those  
21 payments are set forth in RS, I believe it's  
22 5.

23 MR. KRAWITZ: 5?

24 MR. CONNER: RS-5, those payments.

1                   I never transacted any business on Ms.  
2                   Fauntleroy's checking account without her  
3                   permission to do so.

4                   In August, shortly after she gave me  
5                   authority to write her checks, I asked her for  
6                   permission to use her card. And based on our  
7                   conversation, she agreed to allow me to do  
8                   that only for when I was at the casinos.

9                   That's the only time. And there was no  
10                   agreement from Ms. Fauntleroy to give me any  
11                   money. She never agreed to give me any money.

12                   And the reason that Ms. Fauntleroy and I  
13                   were able to come to that type of personal  
14                   agreement is that when I became her Power of  
15                   Attorney back in July, on July 29th of 2016,  
16                   she had no money to pay me or she had no money  
17                   to pay her caretakers.

18                   Her brother, Lorenzo Fauntleroy, wrote me  
19                   a check to deposit in her account because he  
20                   asked me how I was being paid. I took that  
21                   check and I told Ms. Fauntleroy, Use that  
22                   check to pay your employees. Because she had  
23                   no money at that time. She didn't have enough  
24                   money. She was in the hole money and she

1 didn't have money to pay. I gave her that  
2 money or allowed her to use that money to pay  
3 her employees.

4 I began, again, to work for Ms.  
5 Fauntleroy by paying her employees every week,  
6 as I described to you earlier, as well as any  
7 bills that she brought to my attention. I  
8 never received a bill from any company  
9 regarding Ms. Fauntleroy. No bills actually  
10 came to me. I only became aware of bills that  
11 were presented to me. And when those bills  
12 were presented to me, I paid them. I paid  
13 most of them with the card that I had been  
14 given -- a debit card. Those expenses are set  
15 forth in Exhibit RS-5.

16 There did come occasions when I paid  
17 money, cash money on some of those expenses.  
18 And those cash payments would be -- I beg The  
19 Court's indulgence. A cash payment to Shelio  
20 Thomas in the amount of \$1120 which is  
21 identified in the bank receipts -- the bank  
22 statements, excuse me, that are marked, I  
23 believe 3A through 3J. And also I would like  
24 to introduce as Exhibit RS-26 - - - - -

1 MS. McBRIDE: Mr. Conner, can you tell  
2 us, you were talking about a cash payment.  
3 What exhibit is that reflected on?

4 MR. CONNER: -- I'm going to pass up  
5 RS-26. I have that here now.

6 MR. WHITE: I would object as to  
7 relevant. Cash payments to Ms. Thomas aren't  
8 relevant. The Petition for Discipline alleges  
9 that Mr. Conner stole money from Ms.  
10 Fauntleroy.

11 MR. KRAWITZ: The objection is overruled.  
12 Go ahead, Mr. Conner.

13 MR. CONNER: RS-26, if I could pass it  
14 up, is a handwritten receipt for cash money  
15 that I paid Shelia Thomas. I ask that be  
16 admitted.

17 Additionally, cash payments that were  
18 made by me on behalf of Ms. Fauntleroy would  
19 include a \$504 salary payment to Dana Fox and  
20 \$6800 cash payments to myself. As Exhibit  
21 RS-5 indicates, I took a total of \$9500 in  
22 salary for the legal services that I provided  
23 for Ms. Fauntleroy. Again, \$6800 of that  
24 would have been cash. The others were checks

1 that I had written that are set forth in the  
2 bank statements. The total amount of cash was  
3 \$8424 cash payments that I made on behalf of  
4 Ms. Fauntleroy.

5 Other payments that I made were \$2000 in  
6 cash payments that I made over a period, to  
7 Ms. Fauntleroy over a period from August 1st  
8 through, up through April 27th. Ms.  
9 Fauntleroy asked me or I provided cash  
10 payments to Ms. Fauntleroy which were used for  
11 her to buy food, to buy clothing, to have  
12 transportation back and forth to the  
13 doctors and to get any other miscellaneous  
14 items that she needed.

15 And again, those cash payments were made  
16 during that period of time. And again, that  
17 would be August 1st of 2016 through April 27th  
18 of 2017.

19 Other cash payment that I made was to  
20 Petro Oil Company. Petro Oil Company was a  
21 company that I had retained after Ms.  
22 Fauntleroy ran out of oil. Petro is my own  
23 personal oil delivery service. And at that  
24 time, I obtained permission from Ms.

1 Fauntleroy to use them to service her heater  
2 and to put oil in her tank because she had run  
3 out. I did not put that account in Ms.

4 Fauntleroy's name. I kept it in my name. And  
5 I paid Petro \$1220.20 for services they  
6 provided in maintaining her heater and for  
7 delivering oil to her.

8 And finally, in December, I think in the  
9 early part of January, I retained accountants  
10 to provide I guess it's W-9s so that I could  
11 report to the IRS salaries that I had paid to  
12 the caretakers on behalf of Ms. Fauntleroy,  
13 and that bill was \$200.

14 So the total amount of the out-of-pocket  
15 cash payments was \$11,846.20.

16 Again, that's a breakdown of what is  
17 shown in Exhibit RS-5 as a breakdown of  
18 salaries and also other bills that were paid  
19 by me on behalf of Ms. Fauntleroy. And as set  
20 forth in Exhibit RS-5, the total amount of  
21 those disbursements were \$78,384.37.

22 Now, Ms. Fauntleroy received a pension of  
23 \$2000 -- I beg the Court's indulgence. There  
24 is testimony to this -- \$2800 some odd dollars